

## Hardware Warranty Information

### 1. Making a Claim

- (a) **Make Contact:** To make a claim under our warranty, you must first contact us by phone 1300 383 749 or email support@evergy.com.au.
- (b) **Initial Assessment:** We will make an initial assessment of your claim and determine whether to repair or replace your faulty hardware or provide a credit or refund.
- (c) **Return Postage:** If you need to return your faulty hardware, we will send you replacement hardware and a return postage bag for you to return the hardware to us.
- (d) **Time Limit:** If the faulty hardware (including original power pack, cables, disks, manuals, and other components) is not returned to us within 14 days of receipt of a return postage bag as outlined in 1 (c), you will be charged for the replacement hardware.
- (e) **Final Assessment may result in charges:** If we determine that the hardware is not faulty or is subject to any other Excluded Event as per clause 4 (a), then our warranty does not apply, and you may be charged for postage and for any replacement hardware, as outlined in clause 4 (b) and 4 (c).

### 2. Consumer Rights

- (a) Our warranty is in addition to the rights and remedies you may have at law or from the manufacturer of the hardware.
- (b) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law, including that:
  - i) You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage; and
  - ii) You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (c) Please check your rights under the Australian Consumer Law independently, as additional rights may be added from time to time, and clause 2 (b) is not intended as an exhaustive list – <https://accc.gov.au/consumers/consumer-rights-guarantees>

### 3. Warranty

- (a) We will repair, replace, or provide credit, for faulty hardware provided by us, at no cost to you if you make a valid claim within the relevant Warranty Period.
- (b) You agree that hardware presented for repair may be replaced by refurbished hardware of the same or similar type instead of being repaired. You also agree that refurbished parts may be used to repair the hardware. Where refurbished hardware is supplied, the warranty in relation to that hardware applies for the remainder of the original warranty period or 30 days, whichever is longer.
- (c) Hardware models may change over the course of the warranty. Any replacement hardware provided to you under warranty will meet the same functional requirement as the original hardware.
- (d) Repairing or replacing your hardware may result in lost data (for example, telephone numbers). It is your responsibility to backup any data and record any settings you may require before your hardware is repaired or replaced.

### 4. Excluded Events

- (a) Our warranty does not apply to the following events (each an Excluded Event):
  - i) Any faults caused by accident, abuse, storms, lightning, power surge, exceeding voltage specifications, fire, flood, hacking, liquid damage, or other external events.
  - ii) Any faults caused by modification of the hardware, unauthorised maintenance or repair, or failure to use hardware in accordance with instructions.
  - iii) Any damage caused by you or someone else who has used the hardware (for example, abuse, liquid damage, or damage caused by excessive heat); or
  - iv) Any hardware not supplied by us.
- (b) On return of faulty hardware, we may inspect the hardware to determine if the fault was caused by an Excluded Event.
- (c) If we determine the fault was caused by an Excluded Event, you will be charged for the repair or replacement hardware and any postage costs we incur.
- (d) We will not charge you for replacement hardware if you have not used the replacement hardware and you return it to us in its original, unopened packaging within 14 days of receipt of a return postage bag as outlined in 1 (c).

## **5. Warranty Period**

- (a) W The warranty period for hardware supplied by us commences on the day you purchased the hardware and extends for a period of 12 calendar months (Warranty Period).

## **6. Routers**

- (a) 12-month Evergy warranty (An extended manufacturer warranty option may be available from the router's manufacturer - see hardware packaging for details).